

A. G. Contract No. KR94 0513TRN  
ECS File No.: JPA 94-53  
Project: H3670 14C  
Section: SR-89A, SR-260

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF COTTONWOOD

THIS AGREEMENT is entered into 12 September, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF COTTONWOOD, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. To comply with the Americans with Disabilities Act of 1990, the State provides funds to local governments to construct or contract improvements on sidewalks along State highways which will provide improved handicapped access to pedestrian facilities, or remove barriers which may impede the disabled. The City has requested funds to construct such improvements on SR-89A and SR-260 in the City, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>18905</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/12/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwood</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Provide the City with State standard Project design plans. Review standard design exceptions and provide comments as appropriate.

b. Within thirty (30) days after receipt and approval of an invoice, advance the City \$7,000.00, or reimburse the City for the reasonable direct actual cost of the Project, in a total amount not to exceed \$7,000.00.

### 2. The City will:

a. Provide the State with standard design exceptions for review and comment. Incorporate State review comments. Be responsible for design and construction of the Project.

b. Construct the Project with its own forces, or, call for bids and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation. Insure required State construction permits are obtained, and as applicable, comply with State procurement laws. Notify the State upon completion.

c. Upon completion, approve and accept the Project as complete and provide maintenance.

d. Invoice the State for the reasonable direct actual cost of the Project, or in an amount not to exceed \$7,000.00.

## III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Department of Transportation in the Project is to convey funds for the use and benefit of the City by reason of state and federal law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the City of any of the provisions of this agreement.

3. Should the Project not be completed or be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract or commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Cottonwood  
City Manager  
827 N. Main Street  
Cottonwood, AZ 86326

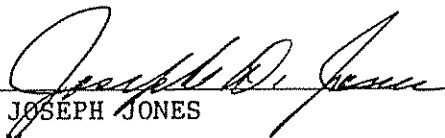
10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

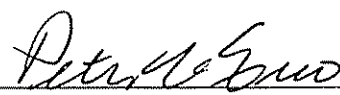
IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

CITY OF COTTONWOOD

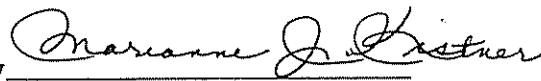
STATE OF ARIZONA

Department of Transportation

By   
JOSEPH JONES  
Mayor

By   
PETER L. ENO  
Contract Administrator

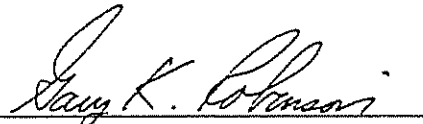
ATTEST

By   
MARIANNE JIMENEZ KISTNER  
City Clerk

RESOLUTION

BE IT RESOLVED on this 9th day of March 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Cottonwood for the purpose of defining responsibilities for the construction of wheelchair ramps on SR-89A and SR-260 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

for:   
LARRY S. BONINE  
Director

RESOLUTION NUMBER 1471

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, TO PROVIDE SPECIFIED REMOVAL OF ARCHITECTURAL BARRIERS ON THE STATE HIGHWAY SIDEWALK SYSTEM WITHIN THE CITY OF COTTONWOOD.

WHEREAS, the State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement; and

WHEREAS, the City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement; and

WHEREAS, to comply with the Americans with Disabilities Act of 1990, the State provides funds to local governments to construct or contract improvements on sidewalk along State highways which will provide improved handicapped access to pedestrian facilities, or remove barriers which may impede the disabled. The City has requested funds to construct such improvements on SR-89A and SR-260 in the City, hereinafter referred to as the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, the City hereby enters into the intergovernmental agreement with the Arizona Department of Transportation to provide the following barrier removal and as set forth in "Attachment A" being a part of this resolution as provided by the Arizona Department of Transportation:

1. Curb cut at northwest corner of State Route 89A and Villa Drive.
2. Curb cut at southwest corner of State Route 89A and Villa Drive.
3. Curb cut at northeast corner of State Route 89A and Skyline Drive.
4. Curb cut at southeast corner of State Route 89A and Skyline Drive.
5. Curb cut at northeast corner of State Route 89A and Camino Real.
6. Curb cut at northeast corner of State Route 89A and State Route 260.
7. Curb cut at southeast corner of State Route 260 and Fir Street.

JPA 94-53

APPROVAL OF THE COTTONWOOD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF COTTONWOOD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 18<sup>th</sup> day of July, 1994.

  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-0513-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of September, 1994.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8577G